W. G. Blair, Nay & Jacobs, James Mansfield, John Thoma, Frank Esterwold, M. K. Davison, James Elmose Co., J. R. Scott."

The following extract is from the opinion:

"Respondent's counsel direct our attention to the fact that the promise to pay is coupled with an order for the delivery of the horse. Even so, it does not affect the negotiable character of the instrument. It still meets every requirement of the definition contained in § 6032 above.

The statement of our reason for the decision in State *v.* Mitton (37 Mont. 366, 96 Pac. 926, 127 Am. St. Rep. 732) is not as clear as it might have been, though the correctness of the conclusion upon the character of the instrument there involved cannot be questioned. That writing contained an order for school supplies to be shipped 'subject to approval,' and this clearly rendered the promise to pay conditional—conditioned upon the approval of the goods ordered. The decision in Cornish *v.* Woolverton (32 Mont. 456, 81 Pac. 4, 108 Am. St. Rep. 598), was rendered under a different statute and is not in point here. The writing in question is a negotiable promissory note within the meaning of our Code."

Bills, Notes and Checks—Negotiability of Note—Effect of Indorsed Words "As per Contract"—Snelling State Bank v. Clasen (Minn.), 157 N. W. 643.—In the principal the Minnesota supreme court held that "the words 'as per contract,' written on the back of a note at the time of its execution, under which the payee indorses at the time of the negotiation, do not affect the negotiability of the note."

It was further held that "such words cannot be overlooked by the purchaser; but when a contract accompanies the note and passes to the purchaser, the contract not giving the maker a defense, he is not charged by such words with knowledge of another agreement giving a defense." The court said in part:

"The presence of the words 'as per contract' on the back of the note did not affect its negotiability, using the word 'negotiability' in its large sense as including the passing of title free of equities in favor of the maker and against the payee, as well as the transfer of title by indorsement; that is, the right of a bona fide purchaser for value before maturity and in due course of business was not affected. It is essential to the negotiability of an instrument that the promise be to pay a definite sum in money, absolutely and not contingently, and generally and not out of a particular fund (Hillstrom *v.* Anderson, 46 Minn. 382, 49 N. W. 187). A recital of the consideration does not destroy negotiability (Wright *v.* Traver, 73 Mich. 493, 41 N. W. 517, 3 L. R. A. 50; Clanin *v.* Esterly, etc., Co., 118 Ind. 372, 21 N. E. 35, 3 L. R. A. 863; Hillstrom *v.* Anderson, 46 Minn. 382, 49 N. W. 187, 7 Cyc. 580). In Taylor *v.* Curry (109 Mass. 36, 12 Am. Rep. 661) the words 'on policy No. 33,386,' written on the face of the note,

were held not to affect its negotiability. To the same effect are Union Ins. Co. *v.* Greenleaf (64 Me. 123); Bresee *v.* Crumpton (121 N. C. 122, 28 S. E. 351); Kirk *v.* Dodge, etc., Ins. Co. (39 Wis. 138, 20 Am. Rep. 29). In First Nat. Bank *v.* Lightner (74 Kan. 736, 88 Pac. 59, 8 L. R. A., N. S., 231, 118 Am. St. Rep. 353, 11 Ann. Cas. 596), the words 'on account of contract,' written on the face of the note, were held not to affect negotiability. We do not find a case like the one before us, but the conclusion we reach is right.

The words quoted, however, are not to be disregarded. The purchaser cannot overlook them and then claim that he had no notice of what an observance of them and fair inquiry would disclose. The sale contract accompanied the note and went to the bank. The bank knew its contents. It appeared from it that the note was one of four notes given upon the purchase of the British Columbia lands. Nothing in it affected Clasen's liability on the note. The agreement relating to the return of the notes did not go to the bank, and it was not informed of it. Nothing in the situation suggested further inquiry, and it was not chargeable with notice of the agreement for a return of the notes."

Corporations—Stocks—Unauthorized Issuance—Certificate—Equity —Laches—Weniger v. Success Mining Co., 227 Fed. 548.—In the principal case it was held that while a corporation may recover of the first transferee, or other purchaser with notice, stock unauthorized, or issued on a stolen certificate, or on a forged assignment, or its value, it is estopped by its certificate to the first transferee from maintaining a suit to recover the stock, its value, or the dividends thereon from a second transferee, who was a bona fide purchaser for value without notice, in reliance upon its certificate to the first transferee. Certificates of stock, while not strictly negotiable, are closely analogous to negotiable paper, and should be sustained, in the absence of an insuperable legal obstacle. Corporations and their officers, who, by the apparent legality of their obligations, or by statements or recitals of their validity, induce innocent purchasers to invest in them, are estopped from denying their legality, or the truth of the representations they contain, on the ground that in some preliminary proceedings which led to their execution, or in their execution itself, they failed to comply with some law or rule of action relative to the time or manner of their procedure with which they might have lawfully complied, but which they carelessly disregarded.

"A Court of Equity can act on the conscience of a party. If he has done nothing that taints it, no demand can attach upon it, so as to give any jurisdiction." The denial by an addressee that he received a letter or postal card, of the mailing of which there is positive testimony, is not conclusive, and should be carefully weighed.